

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Bank of America, N.A., successor by merger to
BAC Home Loan Servicing, LP f/k/a Countrywide
Home Loans Servicing, LP,

Plaintiff,

v.

Carolyn S. Deaner,

Defendant(s).

(515262.01898 CSG)

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2012-CP-02-699

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN

ORDER

I, Liz Godard, Clerk of Court of Common Pleas and General Sessions for Aiken County, South Carolina do hereby certify that the foregoing constitutes a true and correct copy of the original documents which have been filed in my office this

APR 01 2015

Liz Godard
C.C.C.P. & G. A., Aiken County, S.C.

Deputy Clerk

This matter came before me at a hearing on March 23, 2015, on Defendant Carolyn S. Deaner's ("Defendant") Motion to Reconsider Judgment and Motion to Stay Foreclosure Sale Currently Scheduled for April 6, 2015 and to Set Bond Pending Appeal. Charles S. Gwynne Jr., Esquire, appeared on behalf of the Plaintiff; and William H. Sloan, Esquire appeared on behalf of the Defendant. The court makes the following ruling based on the evidence presented and the arguments of counsel.

Motion to Reconsider Judgment

In her Motion the Defendant seeks an Order vacating the Judgment of Foreclosure and Sale filed on March 10, 2015. Defendant alleges the Notice of Intent to Accelerate letter which was marked as Plaintiff's Exhibit 6 at the foreclosure trial held on February 4, 2015 was improperly address to the Defendant and was never received by the Defendant. Therefore, Defendant alleges Plaintiff failed to comply with paragraph 15 of the subject Mortgage which addresses proper notice requirements to the borrower. The Court finds that based on the evidence and testimony presented at trial, the Plaintiff has met its burden of proof that notice of acceleration was properly given to the Defendant pursuant to the terms of the subject note and mortgage. Defendant's Motion to Reconsider Judgment is denied.

11521918

William H. Sloan

FILED

4-1-2015

Liz Godard
C.C.C.P. & G.S.

Deputy Clerk

8:30am

Motion to Stay Foreclosure Sale Currently Scheduled for April 6, 2015 and to Set Bond Pending Appeal

In her Motion to stay the foreclosure sale and set a bond pending appeal, Defendant seeks the right to set a bond to stay the sale of the property pending an appeal pursuant to Rule 62. At the hearing Plaintiff's counsel represented that Plaintiff was not prepared to proceed with the April 6, 2015 sale date at this time. For the following reasons, Defendant's request to stay the enforcement of the Judgment of Foreclosure and Sale pursuant to Rule 62 is denied, however, the Court grants Defendant's request to post a bond to stay the foreclosure sale.

Defendant's request is controlled by S.C. Code Ann. § 18-9-170, which provides, in relevant part, that:

If the judgment appealed from direct the sale or delivery of possession of real property, the execution of the judgment shall not be stayed unless a written undertaking be executed on the part of the appellant, with two sureties, to the effect that during the possession of such property by the appellant he will not commit or suffer to be committed any waste thereon and that if the judgment be affirmed he will pay the value of the use and occupation of the property from the time of the execution of the undertaking until the delivery of possession thereof pursuant to the judgment, not exceeding a sum to be fixed by a judge of the court by which judgment was rendered and which shall be specified in the undertaking. When the judgment directs the sale of land to satisfy a mortgage thereon or other lien, the undertaking shall provide that in case the judgment appealed from be affirmed and the land be finally sold for less than the judgment debt and costs then the appellant shall pay for any waste committed or suffered to be committed on the land and shall pay a reasonable rental value for the use and occupation of the land from the time of the execution of the undertaking to the time of the sale, but not exceeding the amount of such deficiency, which sum shall be duly entered as a payment on the judgment ...

S.C. Code Ann. § 18-9-170.

The Court finds that the sum of Twenty-Three Thousand Four Hundred Dollars (\$23,400) is a reasonable amount for the bond. In setting the bond amount, the Court was mindful that appeals to the South Carolina Court of Appeals can typically last three years. The bond amount



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is equal to three years of mortgage payments of approximately Six Hundred and Fifty Dollars (\$650). Defendant's Motion to stay the foreclosure sale and set a bond pending appeal is granted in part.

IT IS HEREBY ORDERED

1. The foreclosure sale of the subject property shall occur on or after May 4, 2015;
and

2. In order to stay the sale of the subject property, Defendant shall post a bond in the sum of \$23,400 with the Aiken County Clerk of Court's office in the form and manner provided by S.C. Code Ann. § 18-9-170 and shall file a Notice of Appeal before the scheduled sale date of the subject property.

IT IS SO ORDERED.



J. Martin Harvey
Special Referee for Aiken County

March 31, 2015
Barnwell, South Carolina

STATE OF SOUTH CAROLINA

COUNTY OF AIKEN

Bank of America, N.A., successor by merger to
BAC Home Loan Servicing, LP f/k/a Countrywide
Home Loans Servicing, LP.

Plaintiff,

v.

Carolyn S. Deaner,

Defendant(s).

(515262.01838 CSG)

Charles S. Gwynne Jr., Esquire
Attorney for the Plaintiff

William H. Sloan, Esquire
Attorney for Defendant Carolyn S. Deaner

IN THE COURT OF COMMON PLEAS

DOCKET NO.: 2012-CP-02-699

JUDGMENT OF FORECLOSURE AND SALE
Deficiency Judgment Waived

RECEIVED

MAY 20 2015

3.18.15 Court of Appeals

FILED
Liz Godard
C.C.P. & G.S.
Anita Knoepple 1240
Deputy Clerk

A hearing was held on February 4, 2015 at 10:00 A.M. Evidence was presented, which is reported herewith, and from the evidence, I find and conclude as follows:

FINDINGS OF FACT:

1. The Lis Pendens was filed on March 19, 2012.
2. The Summons and Complaint were filed on March 19, 2012.
3. The Amended Lis Pendens was filed on August 28, 2014.
4. The Amended Summons and Complaint were filed on August 28, 2014.
5. Service was made upon all Defendant(s) as shown by proof(s) of service filed herein.
6. The Defendant Carolyn S. Deaner is not in the Military Service of the United States of America, as contemplated under The Servicemembers Civil Relief Act, 50 U.S.C. § 501 et seq. as shown by affidavit, certificate or order filed or will be filed herein.
7. The Court finds Plaintiff has standing to prosecute this action as Plaintiff as loan servicer of the subject loan.
8. Pursuant to the South Carolina Supreme Court Administrative Order 2009-05-20-01 dated May 22, 2009, the Plaintiff set forth its belief in its Complaint or by Affidavit, which is already of record in this case, that the mortgage loan which is the subject of this foreclosure action is not eligible for modification pursuant to the terms of the Home Affordable Modification Program (HMP).

11924115

Anita Knoepple

STATE OF SOUTH CAROLINA
COUNTY OF AIKEN
I, Liz Godard, Clerk of Court of Common Pleas and General Sessions for Aiken County, South Carolina do hereby certify that the foregoing constitutes a true and correct copy of the original documents which have been filed in my office this

MAR 10 2015

C.C.P. & G. A., Aiken County, S.C.

Deputy Clerk

Liz Godard
Anita Knoepple

Pursuant to the South Carolina Supreme Court Administrative Order dated May 22, 2009, Plaintiff's attorney has not received a counter affidavit from any Defendant(s).

9. Attorney for the Plaintiff has fully complied with the South Carolina Supreme Court Administrative Order 2011-05-02-01 dated May 2, 2011.

10. On or about September 8, 2014, Defendant Carolyn S. Deaner filed an Answer and Counterclaim to the Amended Complaint, through her attorney William H. Sloan, Esquire.

11. All Pro Se Defendant(s) and all attorneys of record were notified of the time, date, and place of the hearing by letter and certificate of mailing of record herein.

12. Carolyn S. Deaner for value received, made, executed and delivered a Fixed Rate Note ("Note") dated June 26, 2007 promising hereby to pay to Plaintiff or its predecessor the sum of \$97,600.00 with interest at 7.000% per annum. Other terms and conditions are stated in the Note, of record herein.

13. To better secure the payment of the Note described above, Carolyn S. Deaner made, executed, and delivered to Mortgage Electronic Registration Systems, Inc., as nominee for Quicken Loans, Inc., a certain real estate Mortgage in writing, dated June 26, 2007 covering real property in Aiken County, which is the same as that described in the Complaint. This Mortgage was filed on July 16, 2007, and is of record in the Office of RMC/ROD in Book RB 4149 at Page 773. Thereafter, by virtue of an assignment dated April 29, 2011, recorded May 9, 2011, in Mortgage Book RB 4356 at Page 932, Mortgage Electronic Registration Systems, Inc. assigned said Mortgage unto BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP. By virtue of a corporate merger, BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP merged with Bank of America, N.A. making Bank of America, N.A., successor by merger to BAC Home Loans Servicing, LP f/k/a Countrywide Home Loans Servicing, LP.

14. This mortgage constitutes a first Priority lien on the subject property, subject to ad valorem taxes or other liens/taxes given priority by statute.

15. Plaintiff has the legal right to enforce the negotiable instrument secured by the Mortgage and is the real party in interest as defined by Rule 17(a) of the South Carolina Rules of Civil Procedure. The Plaintiff or its predecessor has acted as the loan servicer since 2007. I find and conclude the Plaintiff has standing to bring this action even though the assignment was not recorded until 2011. The Plaintiff was in physical possession of the original note endorsed in blank and presented the original note at trial. Possession of a bearer instrument [note] is *prima facie* evidence of ownership. In re Woodberry, 383 B.R. 373, 377 (Bankr. D.S.C. 2008). South Carolina law "does not require both possession of the note and a written assignment of the mortgage to prove ownership." *Id.* at 376. "South Carolina recognizes the 'familiar and uncontroverted proposition' that 'the assignment of a note secured

Smith #2

by a mortgage carries with it an assignment of the mortgage.” Midfirst Bank, SSB v. C.W. Haynes & Co., Inc., 893 F. Supp. 1304, 1318 (D.S.C. 1994)(citing Hahn v. Smith, 157 S.C. 157, 154 S.E. 112 (1930); Ballou v. Young, 42 S.C. 170, 20 S.E. 84 (1894)). “The assignment of a mortgage as distinct from the debt it secures is nugatory and confers no rights upon the transferee. . . .” South Carolina Nat’l Bank v. Halter, 293 S.C. 121, 128, 359 S.E.2d 74, 77 (Ct.App.1987) (citing Hahn, 157 S.C. 157, 154 S.E. 112). Thus, enforcement of a note in South Carolina does not require the plaintiff to have a written assignment of the mortgage securing the note. Woodberry, 383 B.R. at 377. “When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed.” § 36-3-205(b). Because the Plaintiff has possession of the Note indorsed in blank, Plaintiff is the holder of the Note and has the power to enforce the Note under the South Carolina Commercial Code. § 36-3-301.

16. Payment due on the Note was not made as provided for therein, and Plaintiff, as the holder or nominee for the holder thereof, elected to require immediate payment of the entire amount due thereon and placed the Note and Mortgage in the hands of the attorney herein for remedy for collection by foreclosure. Defendant was notified of the acceleration by letter dated August 16, 2010. The terms of the mortgage specifically provide that notices such as the acceleration letter are deemed to be received by the borrower when mailed by first class mail. The terms do not require the mortgagee to prove the mortgagor received the notices. The Plaintiff has met its burden of proof that notice of acceleration was given through the testimony of the Plaintiff’s witness and the terms of the mortgage. I conclude the Plaintiff property accelerated the subject note.

17. Defendant argued at trial that Plaintiff’s damages should be limited to actual expenses incurred by the Plaintiff as a loan servicer and Plaintiff is not entitled to seek damages on behalf of the investor of the loan. Loan servicers are real parties in interest and able to prosecute foreclosure actions. (See Bank of America, N.A. v. Draper, 405 S.C. 214, 746 S.E.2d 478 (Ct.App.2013)). As such, the Plaintiff has standing to seek all available damages due to the default by the borrower.

18. The sum of \$4,800.00 is a reasonable fee and cost to allow Plaintiff’s counsel for services performed and anticipated to be performed until final adjudication of this action, under the terms of the Note and Mortgage. This fee is likewise reasonable based on the time necessarily devoted to representation of Plaintiff during the several month course of these proceedings. The services of counsel performed for Plaintiff, which include the number and types of pleadings and documents prepared, the incumbent liabilities, and the difficulties involved in this particular case also support the fee awarded. The fee is also reasonable given the professional standing of Plaintiff’s counsel and their experience in handling foreclosure matters. The fee awarded herein is also reasonable in light of the fees customarily awarded by this court for similar services in this locality. Moreover, the efforts of Plaintiff’s counsel have

Smith #3

had the beneficial result of a prompt foreclosure of the Mortgage. Services anticipated to be performed until final adjudication contemplate completion of this matter within a reasonable time and does not include exceptional circumstances delaying conclusion beyond the normal time.

19. According to Plaintiff's accounting, after all payments received by Plaintiff have been credited to the subject loan, the amount due and owing on the Note, with interest at the rate provided in the Note, advances made by Plaintiff, and other costs and expenses of the action, including a reasonable attorney fee, all secured by the Note and Mortgage, is as follows:

Principal	\$94,178.44
Interest from June 1, 2010 through February 4, 2015 at 7.00% per annum	\$30,818.90

Escrow Advance

Taxes		
12/12/14	\$453.26	
11/18/13	\$453.26	
12/03/12	\$462.51	
12/09/11	\$453.47	
12/23/10	\$394.49	
Total	\$2,216.99	\$6,800.65

Hazard	
12/29/14	\$1,032.48
12/27/13	\$1,012.72
12/26/12	\$1,009.58
12/27/11	\$764.44
12/28/10	\$764.44
Total	\$4,583.66

Property Inspections		
12/15/14	\$15.00	
11/10/14	\$15.00	
10/13/14	\$15.00	
09/11/14	\$15.00	
07/15/14	\$15.00	\$389.00
06/16/14	\$15.00	
05/20/14	\$15.00	
03/26/14	\$15.00	
02/24/14	\$15.00	
01/22/14	\$15.00	



12/23/13	\$15.00
11/21/13	\$15.00
10/25/13	\$15.00
08/26/13	\$15.00
07/29/13	\$15.00
07/01/13	\$15.00
06/04/13	\$15.00
05/06/13	\$15.00
04/03/13	\$15.00
03/06/13	\$15.00
02/04/13	\$15.00
12/26/12	\$15.00
11/16/12	\$15.00
10/09/12	\$15.00
05/08/12	\$14.00
03/07/12	\$15.00
Total	\$389.00

Prior Counsel Foreclosure / Litigation Fees and Costs

03/20/12	\$435.00	
03/20/12	\$225.00	
04/10/12	\$580.00	
04/10/12	\$150.00	
04/10/12	\$60.00	
10/24/12	\$25.00	
07/10/13	\$25.00	
07/10/13	\$231.00	
09/09/13	\$306.00	
10/31/13	\$50.00	\$9,036.50
10/03/13	\$1,330.50	
10/31/13	\$444.00	
11/04/13	\$200.00	
11/04/13	\$1,837.50	
07/31/14	\$175.00	
07/31/14	\$15.00	
07/31/14	\$2,797.50	
11/05/14	\$150.00	
Total:	\$9,036.50	

Rogers Townsend & Thomas, PC Attorney's Fees incurred (paid, billed but unpaid or unbilled)	\$4,775.00
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Rogers Townsend & Thomas, PC Expenses (Order Filing Fee)	\$25.00
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TOTAL PRINCIPAL, INTEREST AND	\$146,023.49
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EXPENSES:

Interest shall accrue to the above stated "Total Debt" after the date of judgment at the rate of 7.000% per annum (pursuant to the terms of the Note and First Mortgage). Accrued interest shall be added to the "Total Debt" and shall comprise the amount of the Plaintiff's debt secured by the first Mortgage through the date to which such interest is computed.

20. Plaintiff is seeking the usual foreclosure of the First mortgage and has in the Complaint (or subsequently thereto in writing) expressly waived the right to a personal or deficiency judgment.

21. There are no claims of a subordinate lien upon or subordinate legal interest in the subject property.

IT IS THEREFORE ORDERED:

22. Plaintiff has fully complied with The South Carolina Supreme Court Administrative Orders 2009-05-22-01 dated May 22, 2009 and 2011-05-02-01 dated May 2, 2011, and the foreclosure action may proceed.

23. Defendant Carolyn S. Deaner's Answer and Counterclaim is dismissed with prejudice.

24. There is due on the Note and purchase money first Mortgage set forth in the Amended Complaint the sum of \$146,023.49, as set out in the Findings of Fact *supra*, together with interest at the rate provided therein on the balance of principal from the date aforesaid to the date hereof.

25. The amount due in the preceding paragraph (the "Final Total Debt" as set out in the Findings of Fact *supra*) shall accrue interest at the rate of the respective note rate(s) per annum and together with such interest shall constitute the total judgment debt due Plaintiff.

26. The amount of the judgment shall be subject to increase to permit Plaintiff to recover additional costs, commissions, and expenses not included in the minimum deposit previously made in compliance with S.C. Code Ann. §14-11-310 (1976). It may also increase to include supplemental compensation for attorneys' services not contemplated by the initial fee award. Jurisdiction over the fee award and total debt is reserved to facilitate the assessment and payment of any such costs or supplemental compensation.

27. The Defendant(s) liable for the aforesaid judgment debt of the Note and Mortgage including interest at the rate of 7.000% per annum shall pay on or before the date of sale of the property hereinafter described, to Plaintiff or Plaintiff's attorney the amount of Plaintiff's debt as



aforesaid, including with the costs and disbursements of this action.

28. On default of payment at or before the time of the sale of the property, the mortgaged property described hereinafter shall be sold by the below signed Special Referee or other court-appointed or designated agent or auctioneer at public auction at the Aiken County Courthouse, in the City of Aiken, and State of South Carolina on a sales day determined by the below signed Special Referee or other court-appointed or designated agent, on the following terms:

a. For cash or its equivalent: An immediate deposit of 5% is required on the amount of the bid. The deposit will be applied to the purchase price when total compliance is made. In the event compliance is not made, the deposit shall be forfeited without further hearing and applied first to costs and expense of the action and then to plaintiff's debt. Should the successful bidder at the regularly conducted sale fail or refuse either to make the required deposit at time of bid or to comply with the other terms of the bid within 30 days, then the property may be re-sold on the same terms and conditions on the same or some subsequent sales day and at the risk of the defaulting bidder.

b. Interest on the balance of the bid after the deposit is applied shall be paid through the day of compliance at the note rate of 7.000%.

c. The sale shall be subject to taxes and assessments, existing easements and restrictions, and any other senior encumbrances.

d. Purchaser shall pay for any statutory commission on sale from the proceeds of the final bid amount.

e. Purchaser to pay for deed preparation, costs of recording the deed and the satisfaction of mortgage, and transfer taxes on the deed.

f. Purchaser shall be entitled to possession of the premises only after Purchaser fully complies with the bid amount and a deed is issued by the Master in Equity or Special Referee.

29. A personal or deficiency judgment having been waived, the bidding will not remain open after the date of sale and compliance with the bid may be made immediately.

30. Plaintiff may waive any of its rights, including its right to a deficiency judgment in accordance with Rule 71, of the South Carolina Rules of Civil Procedure, prior to sale.

31. The Special Referee will give notice of the time and place of the sale by advertisement according to law and the terms thereof by advertisement according to law and will execute to the Purchaser a deed to the property sold. Plaintiff or any other party to this action may become a purchaser at such sale. If, upon such sale being made, the Purchaser should fail to comply with the terms

thereof within 30 days after date of sale, then the Special Referee may advertise the said premises for sale on the next or some other subsequent sales day at the risk of the highest bidder and so from time to time thereafter until a full compliance shall be secured.

32. In the event an agent of Plaintiff does not appear at the time of sale, the within property shall be withdrawn from sale and sold at the next available sales date upon the same terms and conditions as set forth in this Judgment of Foreclosure and Sale or such terms as may be set forth in a supplemental order.

33. If Plaintiff is the successful bidder at the said sale for a sum not exceeding the amount of costs and expenses of the sale, plus the indebtedness of Plaintiff in full, Plaintiff may pay to the Master in Equity only the amount of the costs and expenses crediting the balance of the bid on Plaintiff's indebtedness.

34. The Special Referee will apply the proceeds of the sale as follows:

FIRST: To the payment of the permitted costs, charges, and expenses of this action, including any Guardian ad Litem fee, servicemember Civil Relief Act attorney fee, or any other attorney's awarded under this or any other Order of this Court;

NEXT: To the payment to Plaintiff or Plaintiff's attorney of the amount of Plaintiff's debt and interest or so much thereof as the purchase money will pay on the same; and the Plaintiff's attorney shall receive and disburse such funds only in absolute compliance with Plaintiff's principal, interest allowable advances, and related calculations of this Court, including the Court's award for attorney fees, court permitted charges and taxable costs pursuant to Rules 54 and 71 of the South Carolina Rules of Civil Procedure and the terms of the Note and Mortgage; After crediting the proceeds of sale, net of any commission on sale, an Order for Deficiency Judgment shall be entered without further notice or hearing.

NEXT: Any surplus should be held pending further Order of this court as provided for in the South Carolina Rules of Civil Procedure, particularly Rule 71(c) of the South Carolina Rules of Civil Procedure.

35. In the event the successful bidder is someone other than the Defendant(s) in possession of the subject property, the Sheriff of Aiken County is ordered and directed to eject and remove from the property the occupant(s) of the property sold, together with all personal property located thereon, and put the successful bidder or his assigns in full, quiet, and peaceable possession of said property without delay, and to keep said successful bidder or his assigns in such peaceable possession.

36. In the event the successful bidder is other than the Defendant(s) in possession of the subject property and the occupants have voluntarily vacated the property or have been ejected from the property leaving furnishings, fixtures and items not subject to Plaintiff's Mortgage in said property, the Purchaser is authorized to remove from the property all furnishings, fixtures and items not subject to

the lien of Plaintiff's Mortgage. The personal property, being deemed abandoned, shall be removed by the Purchaser or its agents from the subject property by placing said personal property on the public street or highway or by any other means.

37. The Defendant(s) named herein, and all persons whosoever claiming under Defendant(s), is forever barred and foreclosed of all right, title, interest, equity of redemption or lien in the said mortgaged property so sold, or any part thereof.

38. In accordance with Rule 77(d), of the South Carolina Rules of Civil Procedure, the Clerk of Court shall serve a notice of entry of this Judgment of Foreclosure upon all parties not in default for failure to appear in this action.

39. The deed of conveyance made pursuant to the foreclosure sale shall contain the names of only the first-named Plaintiff and the first-named Defendant(s), and the Defendant(s) who was/were the titleholder(s) of the mortgaged property at the time of the filing of the notice of pendency of the within action, and the name of the grantee. The Register of Deeds/Clerk of Court is authorized to omit from the indices pertaining to such conveyance the names of all parties not contained in said deed.

40. The undersigned will retain jurisdiction to do all necessary acts incident to this foreclosure including, but not limited to, the issuance of a Writ of Assistance.

41. The following is a description of the property herein ordered to be sold:

All that certain piece, parcel or lot of land, situate, lying and being in Belvedere, Aiken County, South Carolina, designated as Lot 10, Block B, on a plat of survey of Pinecrest Subdivision, Section I, made by Cranston & Associates, dated October 3, 1966, revised under date of March 29, 1968, and recorded in Plat Book 3, at Page 151, records of Aiken County, and according to said Plat, being bounded, now or formerly, and measuring, more or less, as follows: North by Kershaw Drive on two lines, measuring respectively 43.0 feet and 78.0 feet; East by Lot No.9, said block, 153.0 feet; south by lands of Trotter Realty Company, 71.22 feet; and west by Lot 11, said Block 149.03 feet. Reference is hereby made to said Plat for a more complete and accurate description of the subject property.

This being the same property intended to be conveyed to Carolyn S. Deaner from Marolyn D. Spoores, individually and as trustee of the Velda K. Deaner Revocable Trust dated June 28, 2002, amended and restated October 11, 2002, and further amended on December 20, 2002 Donald D. Deaner, Jr., Michael A. Deaner, by deed dated October 4, 2004 and recorded October 13, 2004, in Book 2458 at Page 111.

Property Address: 704 Kershaw Drive
North Augusta, SC 29841

TMS# 012-14-06-051



J. Martin Harvey
Special Referee for Aiken County

February 25, 2015

11924115

#19

FORM 4

STATE OF SOUTH CAROLINA
 COUNTY OF AIKEN
 IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
 DOCKET NO. 2012-CP-02-699

Bank of America, N.A., successor by merger to BAC
 Home Loan Servicing, LP *Bk/a* Countrywide Home
 Loans Servicing, LP
 PLAINTIFF(S)

Carolyn S. Deaner
 DEFENDANT(S)

Submitted by: Charles S. Gwynne Jr. (SC Bar#73844) Attorneys for the Plaintiff Rogers Townsend & Thomas, PC 220 Executive Center Drive, Suite 109 Post Office Box 100200 Columbia, SC 29202 (803) 744-4444 (803) 343-7013 - Fax info@rtt-law.com	Attorney for : <input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
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DISPOSITION TYPE (CHECK ONE)

- JURY VERDICT. This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- DECISION BY THE COURT. This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. *3.10.15*
- ACTION DISMISSED (CHECK REASON): Rule 12(b), SCRPC; Rule 12(a), SCRPC (Vol. Nonsuit); Rule 43(k), SCRPC (Settled); Other *J. H. H. & S.*
- ACTION STRICKEN (CHECK REASON): Rule 40(j), SCRPC; Bankruptcy Arbitration, subject to right to restore to confirm, vacate or modify arbitration award; Other *Anita Kinsler 2/10 Deputy Clerk*
- DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):
 Affirmed; Reversed; Remanded; Other _____
 NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: See attached order (formal order to follow) Statement of Judgment by the Court: _____

ORDER INFORMATION

This order ends does not end the case.

Additional Information for the Clerk : As required by statute, a foreclosure sale has been or will be scheduled, which will officially end the case.

INFORMATION FOR THE PUBLIC INDEX

Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
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NOTICE OF SALE

BY VIRTUE of a decree heretofore granted in the case of: Bank of America, N.A., successor by merger to BAC Home Loan Servicing, LP f/k/a Countrywide Home Loans Servicing, LP vs. Carolyn S. Deaner, C/A No. 2012-CP-02-699, The following property will be sold on April 6, 2015, at 12:00 Noon at the Aiken County Courthouse to the highest bidder:

All that certain piece, parcel or lot of land, situate, lying and being in Belvedere, Aiken County, South Carolina, designated as Lot 10, Block B, on a plat of survey of Pinecrest Subdivision, Section 1, made by Cranston & Associates, dated October 3, 1966, revised under date of March 29, 1968, and recorded in Plat Book 3, at Page 151, records of Aiken County, and according to said Plat, being bounded, now or formerly, and measuring, more or less, as follows: North by Kershaw Drive on two lines, measuring respectively 43.0 feet and 78.0 feet; East by Lot No.9, said block, 153.0 feet; south by lands of Trotter Realty Company, 71.22 feet; and west by Lot 11, said Block 149.03 feet. Reference is hereby made to said Plat for a more complete and accurate description of the subject property.


Derivation: Book 2458 at Page 111
Property Address: 704 Kershaw Drive, North Augusta, SC 29841
TMS# 012-14-06-051

SUBJECT TO ASSESSMENTS, AD VALOREM TAXES, EASEMENTS AND/OR, RESTRICTIONS OF RECORD, AND OTHER SENIOR ENCUMBRANCES.

TERMS OF SALE: A 5% deposit in certified funds is required. The deposit will be applied towards the purchase price unless the bidder defaults, in which case the deposit will be forfeited. If the successful bidder fails, or refuses, to make the required deposit on the day of sale or fails or refuses to comply with the bid within 30 days, then the property will be resold at the bidder's risk. No personal or deficiency judgment being demanded, the bidding will not remain open after the date of sale, but compliance with the bid may be made immediately. The successful bidder will be required to pay interest on the amount of the bid from date of sale to date of compliance with the bid at the rate of 5% per annum. For complete terms of sale, see Judgment of Foreclosure and Sale filed with the Aiken County Clerk of Court at C/A # 2012-CP-02-699.

NOTICE: The foreclosure deed is not a warranty deed. Interested bidders should satisfy themselves as to the quality of title to be conveyed by obtaining an independent title search prior to the foreclosure sale date.

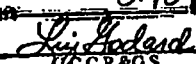
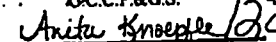
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Attorney for Plaintiff
PO Box 102200
Columbia, SC 29202-3400
(803) 744-4444
515262.01898
Website: www.rtt-law.com (see link to Resources/Foreclosure Sales)


J. Martin Harvey
Special Referee for
Aiken County

NOTICE TO PRINTER: Please insert:

_____ Once during week commencing _____
_____ Once during week commencing _____
_____ Once during week commencing _____

11924115

3.10.15

J. J. Hadard
C.C.P.&S.

Anita Knoepfle
Deputy Clerk